

June 29, 2012

Jim Unland
President
San Jose Police Officers' Association (SJPOA)
1151 North Fourth Street
San Jose, CA 95112

RE: Sick Leave Payout

Dear Jim:

As we discussed during our meeting on June 28, 2012, we would like to propose a written agreement with the San Jose Police Officers' Association clarifying that any changes to sick leave payout will be prospective and that the City has no intention of implementing retroactive changes to sick leave payout. Our proposed amendment to our current side letter agreement on sick leave payout is attached.

In summary, we want to ensure that current employees have time to plan for any changes to sick leave payout. The enclosed side letter provides that any mutual agreement or arbitration award affecting current active employees' sick leave payout would include an effective date that is at least 30 days *after* approval of a tentative agreement by the City Council or the issuance of an arbitration award.

Please let me know if you have any questions or if (for any reason) the POA is not amenable to this agreement.

Sincerely,



Alex Gurza
Deputy City Manager

c: Gregg Adam, SJPOA General Counsel
John Robb, SJPOA Vice President

SIDE LETTER AGREEMENT AMENDMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE SAN JOSE POLICE OFFICERS' ASSOCIATION (SJPOA)

SICK LEAVE PAYOUT

Purpose

To amend the current side letter agreement, attached hereto, between the City of San Jose and the San Jose Police Officers' Association (SJPOA) to continue meeting and conferring on the sick leave payout (Article 31.2) for current and future employees.

Agreement

The parties have a mutual interest in guaranteeing that any mutual agreement reached, or any final proposals submitted for determination in accordance with the applicable provisions under the Employee-Employer Relations Resolution No. 39367 and/or City Charter Section 1111, to modify the sick leave payout for current active employees will be prospective only and will not affect payouts retroactively.

Therefore, the parties agree that any mutual agreement affecting current active employees would include an effective date at least thirty (30) days after the agreement is ratified by the membership and approved by the City Council. Furthermore, any changes to sick leave payout granted in an arbitration award pursuant to Charter Section 1111 would be effective at least thirty (30) days after issuance of the arbitration decision.

This amendment to the current side letter agreement, shall become effective on the date of signature by both parties, and shall expire December 31, 2012.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Alex Gurza
Deputy City Manager

Jim Unland
President, SJPOA

Date

Date